

# **EXHIBIT A**

**IN THE CIRCUIT COURT OF TENNESSEE  
ELEVENTH JUDICIAL DISTRICT AT CHATTANOOGA**

Martha L. Warren, individually and as  
Trustee of the Brooks & Olivia Bono  
Irrevocable Trust, and Vincent Bono,

Plaintiffs,

v.

Lincoln Benefit Life Company

Defendant.

Docket No. 11C430

FILED IN OFFICE  
BY: ARULA T. THOMPSON, CLERK  
11 MAR 25 AM 10:55  
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**VERIFIED COMPLAINT**

Plaintiffs, Martha L. Warren individually and as Trustee of the Brooks & Olivia Bono Trust and Vincent Bono (hereinafter "Plaintiffs"), through counsel, files their Complaint against Defendant Lincoln Benefit Life Company, A Member of Allstate Financial Group (hereinafter "Defendant") to reinstate Defendant's life insurance policies on the life of Vincent Bono, Policy Numbers 01U0293804 and 01U0293806 (hereinafter "Policies"), or in the alternative for payment of all premiums paid on the Policies since the beginning of time, and otherwise to recover damages and would respectively show unto the Court the following:

1. Martha L. Warren is the owner of Policy Number 01U0293804 and is a resident of Hamilton County, Tennessee.
2. The Brooks & Olivia Bono Trust (the "Trust") is an irrevocable trust for the benefit of Brooks Bono and Olivia Bono whose Trustee is Martha L. Warren and is the owner of Policy Number 01U0293806.
3. Vincent Bono is a resident of Hamilton County, Tennessee and is the Insured under the Policies.

4. Lincoln Benefit Life Company is a Nebraska Corporation who may be served with process through its Registered Agent, CT Corporation System at 1024 K Street, Lincoln, Nebraska 68508 and is an insurance company doing business in Tennessee as Company #605679 and NAIC #65595.

5. Plaintiffs and Defendant entered into two policy contracts on March 23<sup>rd</sup>, 1999 (hereinafter the "Contracts") for the life of Vincent Bono. A copy of the Contracts are attached hereto as Exhibit "A" and incorporated herein by reference.

6. On December 4, 2010, Defendant notified Plaintiffs of amounts due under the Policies, to wit \$1,188.75 due on December 23, 2010 for Policy Number 01U0293804 and \$1,188.75 due on December 23, 2010 for Policy Number 01U0293806 by written letters (hereinafter the "Notices"). A copy of the Notices are attached hereto as Cumulative Exhibit "B" and incorporated herein by reference.

7. On December 22, 2010, Plaintiffs dispatched overnight via UPS payments payable to Lincoln Benefit Life Company in the amounts due in the Notices (hereinafter the "Payments").

8. On December 23, 2010, at 9:32 A.M., United Parcel Service (UPS) delivered the Payments to Defendant. A copy of the UPS Proof of Delivery is attached hereto as Exhibit "C" and incorporated herein by reference.

9. Despite cashing both checks (See Exhibit "D" attached) Defendant notified Plaintiffs that the Policies had been terminated and would not be reinstated. Plaintiffs through their agent James Ira Tucker, made repeated requests to have the policies reinstated and were told that due to an internal error, Defendant's two invoices were off by \$38.00 which shortage

caused the lapses. Plaintiffs relied on the invoices to be accurate and had no reason to believe otherwise.

10. Plaintiffs have made payments in the amount of One Hundred Eighty Eight Thousand, Four Hundred and Five Dollars (\$188,405.00) See proof of payments from Defendant attached hereto as Exhibit "E" and incorporated herein by reference.

11. Defendant acted in bad faith by terminating and failing to reinstate the Policies.

12. Defendant developed a course of dealing with Plaintiffs over many years that make Defendant's actions of termination and failure to reinstate unconscionable.

13. Plaintiffs request an Order of Reinstatement of both Policies having Defendant pay any premium deficiencies that have accumulated.

14. Plaintiffs alternatively request judgment in the amount of One Hundred Eighty Eight Thousand, Four Hundred and Five Dollars (\$188,405.00) for premium payments made on the Policies, plus interest and attorney's fees and costs of this action.

WHEREFORE, premises considered, Plaintiffs pray:

1. That proper process and copy issue and be served on the Defendant requiring it to answer this Complaint within the time required by law and the rules of this Court.

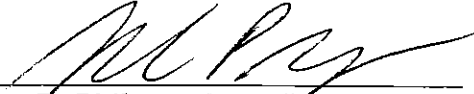
2. That at the hearing of this cause Plaintiffs be awarded a judgment and contractual damages against the Defendant and in the amount of \$188,405.00 for premiums paid plus interest plus reasonable attorney fees and other costs of collection; and/or

3. In the alternative Plaintiffs request an Order of Reinstatement of both policies with Defendant and that Defendant be order to pay or waive any premium deficiencies to date.

4. That Plaintiffs have such other, further relief to which they may be entitled to after an appropriate hearing.

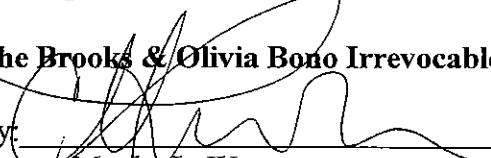
Respectfully submitted,

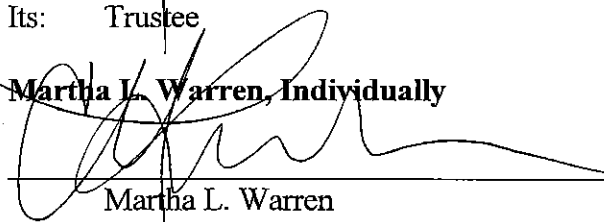
Law Office of Robert D. Philyaw

By   
Robert D. Philyaw (BPR #21641)  
101 Palisades Drive  
Signal Mountain, TN 37377  
423/886-9832  
Fax 423/886-9835

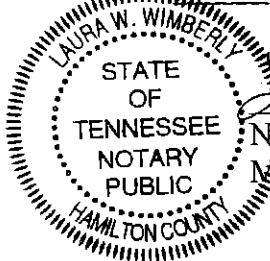
STATE OF TENNESSEE     )  
COUNTY OF HAMILTON    )

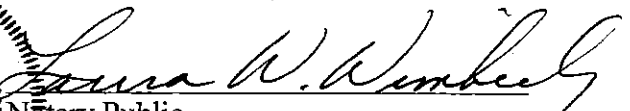
I, **Martha L. Warren**, being first duly sworn accordingly to law, make oath that I am a Plaintiff herein and the Trustee of the Plaintiff Trust, that the facts set forth in the foregoing Complaint are true to the best of my knowledge, information and belief.

**The Brooks & Olivia Bono Irrevocable Trust**  
By:   
Martha L. Warren  
Its: Trustee

**Martha L. Warren, Individually**  
  
Martha L. Warren

Sworn to and subscribed before me this 18<sup>th</sup> day of March, 2011.



  
Notary Public  
My Commission Expires: 9-22-13

INSURED: VINCENT BONO  
PAYMENT CLASS: STANDARD NON-SMOKER  
POLICY NUMBER: U0293806  
BASE AMOUNT: \$1,500,000  
ISSUE AGE: 50      ISSUE DATE: 03/23/1999

**THIS IS A LEGAL CONTRACT - READ IT CAREFULLY**

LINCOLN BENEFIT LIFE COMPANY promises to pay the death benefit to the beneficiary on death of the insured upon receipt of due proof of death of the insured.

PLEASE EXAMINE THE APPLICATION. We issued this policy based upon the answers in the application (copy included). If all answers are not complete and true, the policy may be affected.

RIGHT TO CANCEL YOUR POLICY. You may cancel this policy by delivering or mailing a written notice or sending a telegram to Lincoln Benefit Life Company, P.O. Box 80469, Lincoln, NE 68501, or to the agent from whom you purchased it, and by returning the policy or contract before midnight of the 20th day after the date you receive the policy. Notice given by mail and return of the policy or contract by mail are effective on being postmarked, properly addressed and postage prepaid. We will return all payments made for this policy within ten days after we receive notice of cancellation and the returned policy. READ YOUR CONTRACT CAREFULLY.

Executed for the company at its home office in Lincoln, Nebraska on its issue date.

*Adam G. Morris*

Vice President and Secretary

*[Signature]*

President

**FLEXIBLE PREMIUM ADJUSTABLE LIFE POLICY**

Minimum Premium Required in the First Year  
Death Benefit Payable on the Insured's Death  
Flexible Premiums Payable for Life  
Nonparticipating

UL 9250

**LINCOLN BENEFIT LIFE**

C O M P A N Y  
LINCOLN BENEFIT LIFE CENTRE, LINCOLN, NE 68501-0469  
A Legal Reserve Stock Life Insurance Company

EXHIBIT

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INSURED: VINCENT BONO  
 PAYMENT CLASS: STANDARD NON-SMOKER  
 POLICY NUMBER: U0293806  
 BASE AMOUNT: \$1,500,000  
 ISSUE AGE: 50      ISSUE DATE: 03/23/1999

## Type of Policy

This policy insures the life of the insured. If the insured dies while this policy is in force, the death benefit will be paid to the beneficiary.

Payments for this policy are flexible. They may be made during the lifetime of the insured.

During the lifetime of the insured, you may:

- ...change the planned payments and time between payments;
- ...obtain policy loans;
- ...change the beneficiary;
- ...change the death benefit option;
- ...surrender the policy for its cash value;
- ...exercise the other rights provided.

This is only a summary of the policy terms. The detailed provisions of this policy will control. The provisions of your policy are set forth in the following sections:

Schedule .....	Page 3	Policy Value .....	Page 9
Definitions .....	Page 6	Cash Value .....	Page 9
Death Benefit .....	Page 6	Loans .....	Page 10
Beneficiary .....	Page 7	Other Terms of Your Policy .....	Page 10
Ownership .....	Page 7	Application .....	Insert
Premium Payment .....	Page 8	Benefit Riders (if any) .....	Insert

### READ YOUR CONTRACT CAREFULLY

**FLEXIBLE PREMIUM ADJUSTABLE LIFE POLICY**  
**Minimum Premium Required in the First Year**  
**Death Benefit Payable on the Insured's Death**  
**Flexible Premiums Payable for Life**  
**Nonparticipating**

UL 9250

POLICY DATA

INSURED VINCENT BONO  
PAYMENT CLASS STANDARD NON-SMOKER  
POLICY NUMBER U0293806  
BASE AMOUNT \$1,500,000  
AGE OF INSURED 50  
ISSUE DATE 03/23/1999

MONTHLY ACTIVITY DAY 23

B E N E F I T D E S C R I P T I O N

YEAR OF EXPIRY  
OR MATURITY

FLEXIBLE PREMIUM ADJUSTABLE LIFE  
INSURANCE - DEATH BENEFIT OPTION 1

LIFE

REQUIRED PAYMENT	\$10,680.00
PLANNED QUARTERLY PREMIUM	\$3,566.25
INITIAL PREMIUM	\$4,957.20

THE PAYMENT OF A MONTHLY SAFETY NET PREMIUM OF \$1,188.75 IS GUARANTEED TO KEEP THIS POLICY INFORCE FOR 20 YEARS, ASSUMING NO LOANS OR WITHDRAWALS ARE TAKEN. SEE THE SAFETY NET PROVISION ON PAGE 8 FOR DETAILS.



# SCHEDULE OF EXPENSE AND SURRENDER CHARGES

## EXPENSE CHARGE:

MONTHLY POLICY FEE: \$5.00

FOR PARTIAL WITHDRAWALS DURING THE FIRST 9 POLICY YEARS,  
THERE MAY BE A CHARGE EQUAL TO A PERCENTAGE OF THE AMOUNT  
WITHDRAWN: THE PERCENTAGES DECLINE BY POLICY YEAR. SEE  
PAGE 10 FOR FULL DETAILS.

## SURRENDER CHARGES:

POLICY YEAR	AMOUNT OF CHARGE	POLICY YEAR	AMOUNT OF CHARGE
1	17,756	9	38,354
2	35,513	10	35,513
3	49,718	11	31,251
4	49,718	12	26,990
5	49,718	13	22,728
6	46,877	14	19,887
7	44,036	15 ON	0
8	41,195		

TABLE OF GUARANTEED CASH VALUES

POLICY NUMBER U0293806

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

END OF YEAR	ANNUAL PLANNED PREMIUM	POLICY VALUE	CASH VALUE
1	15,656	8,206	0
2	14,265	14,617	0
3	14,265	20,506	0
4	14,265	25,734	0
5	14,265	30,173	0
6	14,265	33,671	0
7	14,265	36,083	0
8	14,265	37,284	0
9	14,265	37,067	0
10	14,265	35,180	0
11	14,265	31,334	83
12	14,265	25,204	0
13	14,265	16,329	0
14	14,265	4,202	0
15	14,265	0	0
16	14,265	0	0
17	14,265	0	0
18	14,265	0	0
19	14,265	0	0
20	14,265	0	0
AT AGE 65	14,265	0	0
AT AGE 70	14,265	0	0
AT AGE 99		**	**

THE CASH VALUES ABOVE ARE CALCULATED ASSUMING PAYMENT OF ANNUAL PLANNED PREMIUMS (AS SHOWN ABOVE), THE BENEFITS SHOWN ON THE PREVIOUS PAGE AT TIME OF ISSUE, THE GUARANTEED COST OF INSURANCE FOR THESE BENEFITS AND THE GUARANTEED INTEREST RATE.

NOTE: IT IS POSSIBLE THAT COVERAGE WILL EXPIRE IF ACTUAL PAYMENTS ARE INSUFFICIENT TO CONTINUE COVERAGE. BASED ON THE GUARANTEED FACTORS AND PAYMENT OF THE PLANNED PREMIUMS, THE POLICY WILL EXPIRE WITHOUT VALUE ON 03/23/2019 UNLESS PREMIUMS LARGER THAN THE PLANNED PREMIUMS ARE PAID.

\*\* COVERAGE HAS EXPIRED WITHOUT VALUE.

GUARANTEED MONTHLY COST OF INSURANCE

POLICY YEAR	RATE PER \$1,000	POLICY YEAR	RATE PER \$1,000
1	0.42	34	10.79
2	0.46	35	11.84
3	0.51	36	12.95
4	0.56	37	14.09
5	0.62	38	15.26
6	0.68	39	16.44
7	0.75	40	17.65
8	0.82	41	18.92
9	0.91	42	20.26
10	1.00	43	21.73
11	1.10	44	23.47
12	1.22	45	25.81
13	1.35	46	29.32
14	1.50	47	35.08
15	1.67	48	45.08
16	1.85	49	62.09
17	2.05		
18	2.26		
19	2.49		
20	2.74		
21	3.03		
22	3.36		
23	3.74		
24	4.17		
25	4.64		
26	5.15		
27	5.68		
28	6.24		
29	6.82		
30	7.46		
31	8.15		
32	8.93		
33	9.81		

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-5-

U0293806

## Definitions

When these words are used in this policy, they have the meaning stated:

*"you"*

The owner of the policy.

*"we (our, us)"*

Our Company, Lincoln Benefit Life Company.

*"insured"*

The person whose life is covered by this policy.

*"schedule"*

The pages of this policy which identify specific information about the insured and the benefits.

*"issue age"*

The age of the insured at the time this policy was issued (issue date) determined by the insured's last birthday.

*"monthly-automatic payment"*

A method of making payments each month automatically; for example, by bank draft or salary deduction.

*"benefit rider"*

An additional benefit we are providing.

*"premium class"*

The class into which the insured is placed, determined by our rules for providing insurance coverage.

*"policy year"*

A twelve month period beginning on an anniversary of the issue date.

*"policy month"*

A one month period beginning on the same day of the month as the issue date of the policy.

*"app"*

The application which you completed requesting this policy, and any supplemental applications.

*"monthly activity day"*

The day of the month on which deductions are made and interest is credited. This day is shown on page 3.

*"base amount"*

The initial death benefit, shown on page 3, adjusted for any decreases made after the issue date.

*"policy value"*

The amount from which monthly deductions are made and the death benefit is determined.

*"cash value"*

The amount which may be borrowed, withdrawn or used to buy reduced paid-up insurance.

*"required payment"*

The minimum premium which must be paid to keep the policy in force for the first year.

*"net"*

Used in reference to the death benefit, policy value or cash value. This means that this item has been reduced by any outstanding policy loans and accrued loan interest.

## Death Benefit

If the insured dies while this policy is in force, we will pay the death benefit when we have received due proof of death. The death benefit will be based on:

1. The death benefit option in effect on the date of death;
2. Any decreases to the base amount.

You may name a new owner. We will provide a form to be signed. You must file it with us. Upon receipt, it is effective as of the date you signed the form, subject to any action we have taken before we received it.

You may assign this policy or an interest in it to another. You must do so in writing and file the assignment with us. No assignment is binding on us until we receive it. When we receive it your rights and those of the beneficiary will be subject to the assignment.

We are not responsible for the validity of any assignment you make.

## Premium Payment

### *payments*

Premiums for this policy are referred to as payments. The planned payment, required payment and the time between payments are shown on Page 3.

Payments are flexible. This means you may change the amount of planned payments and the time between payments. During the first year, you must pay an amount at least as great as the required payment.

We must have received the first payment on the issue date. There is no insurance until the first payment is made.

We will send you a reminder notice if you pay annually, semi-annually or quarterly. You may also make a monthly-automatic payment. We may establish limits on both the amount of payment and the time between payments.

Payments must be sent to our home office. If you ask, we will give you a receipt.

The amount you pay will affect the cash value of this policy. If you pay too little, the policy will stop subject to the grace period.

### *grace period*

Except as provided in the safety net provision below, if on any monthly activity day the policy value, or net cash value if there is a loan, is determined to be less than the monthly deduction for the current policy month, we will determine the number of days that the policy value, or net cash value if there is a loan, will provide on a pro-rata basis for the cost of insurance, expense deductions and loan interest, if any. We will then allow a grace period of 60 days. This policy will be in force during the grace period. If you do not make a sufficient payment by the end of the grace period, the policy will stop. If the insured dies during the grace period, we will deduct any monthly deductions from the amounts we pay.

We will send a written notice to the most recent address we have for you at least 30 days prior to the day coverage stops.

### *safety net*

This policy will not end during the number of years the monthly safety net premium applies as shown on Page 3, if A equals or exceeds B where:

A is the total premiums paid less any policy loans and withdrawals; and

B is the total of safety net monthly premiums from the issue date to and including the date of the unpaid monthly deduction.

The safety net monthly premium is shown on Page 3.

### *reinstatement*

If this policy stops, you may ask us to reinstate it--that is, put the policy back in full force--up to 5 years after the date that it stopped. If you elected the reduced paid-up option, you may also reinstate it. You may not use the right if we paid you the cash value.

We will reinstate the policy if you:

1. Give us the proof we require that the insured is still insurable in the same payment class that the policy was issued;
2. Pay an amount large enough to cover the monthly deductions for the time, up to 6 months, since the policy value became zero or the time since you chose reduced paid-up insurance;

### *partial withdrawal*

You may request a partial withdrawal of your net cash value. We will reduce both the policy value and the death benefit by the amount of any partial withdrawal. The amount of the withdrawal must be at least \$250.00, but not more than the net cash value. In addition, no partial withdrawal may reduce the net cash value below \$500.00.

Preferred withdrawals may be taken without a withdrawal charge. A preferred withdrawal is that portion of your withdrawal that is not greater than the net policy value before the withdrawal less the sum of all payments that have been made to this contract.

For other than preferred withdrawals, we will deduct a withdrawal charge from each partial withdrawal equal to the smaller of A and B, but not less than \$25.00 where:

A is the policy surrender charge; and

B is a percentage of the amount withdrawn which declines by policy year as follows:

Policy Year	Partial Withdrawal Percentage Charge
1-5	5%
6	4
7	3
8	2
9	1
10 and later	0

We may defer the payment of any partial withdrawal for up to 6 months after you ask us. We will continue to credit interest during this time.

### *basis of values*

Minimum cash values are based on the 1980 CSO Mortality Table, age last birthday, male or female, smoker or nonsmoker, as appropriate, with interest of 4%. The minimums are not less than those required by the state in which this policy is delivered.

## **Loans**

You may have a loan if you assign this contract to us as sole security. The total amount of your loan and loan interest may not exceed the loan value. We reserve the right to defer the payment of any cash loan for 6 months after you ask us, unless the loan is to pay a premium to us.

### *loan value*

The loan value is the amount which, together with interest at the loan interest rate, equals the projected cash value at the end of the policy year in which the loan is made.

### *loan interest*

The loan interest rate for a Preferred Loan is 4.0%. The loan interest rate for that portion of your loan and loan interest in excess of a Preferred Loan is 6.5%. A Preferred Loan is that portion of your loan and loan interest that is not greater than the policy value less the sum of all premium payments that have been made to this contract.

Interest accrues daily and is due at the end of each policy year. Any interest not paid when due is added to the amount of the loan and will itself, bear interest at the rate described in this section. The amount of the policy value equal to the policy loan will always be credited interest at an annual rate of 4%, regardless of the rate credited to the unloaned policy value.

### *loan repayment*

You may pay back your loan and loan interest at any time. If you do not, we will deduct the loan and loan interest from the amounts we pay. If your loan and loan interest exceed the cash value, this contract will stop except as provided in the grace period section. We must mail a notice to you and all assignees at least 30 days before the contract stops.

## **Other Terms of Your Policy**

### *our contract with you*

These pages are your entire contract with us. We issued it based upon your app and the payment made by you. A copy of the app is included.

We will not use any statements, except those made in the app, to challenge any claim or to avoid any liability under this policy. The statements made in the app will be treated as representations and not as warranties.

Only our officers have authority to change this contract. Any change must be written. No agent may do this.

Attained Age	Applicable Percentage
52	171
53	164
54	157
55	150
56	146
57	142
58	138
59	134
60	130
61	128
62	126
63	124
64	122
65	120
66	119
67	118
68	117
69	116
70	115
71	113
72	111
73	109
74	107
75 to 90	105
91	104
92	103
93	102
94	101
95 and above	100

We will conduct a test monthly and increase the death benefit subject to our then current underwriting limits to be equal to the applicable percentage of your policy value, if necessary. The death benefit will remain at that level unless it has to be increased again. If we cannot increase the death benefit due to underwriting limits, we will return the amount of cash value necessary so that the death benefit will be equal to the applicable percentage of your policy value after returning the amount.

We will perform any necessary action within 60 days of the end of the policy year in which the requirement has not been met.

We reserve the right to amend the policy to comply with:

1. Future changes in the Internal Revenue Code;
2. Any regulations or rulings issued under the code; and
3. Any other requirements imposed by the Internal Revenue Service.

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We will give you a copy of any such amendment.

#### *settlement*

The net death benefit, or the net cash value in the event you withdraw it, will be paid in one sum or applied to any settlement option we then provide. Settlement options will include:

1. We will hold the proceeds at interest, and pay out the funds when the person entitled to them requests.
2. We will pay a selected monthly income until the proceeds, with interest, are exhausted.
3. We will pay a monthly income, based upon the amount of proceeds, interest rate and the age and sex of the person or persons receiving the funds, for a selected period or the lifetime of the person or persons to whom the funds are being paid.

At the time the proceeds are payable, we will inform you concerning the rate of interest to be paid on funds left with us. We guarantee that the rate of interest will not be less than 3 1/2%. We may pay interest in excess of the guaranteed rate. We will issue a supplementary contract setting forth the benefits to be paid and the rights of the beneficiary. Each election must include at least \$5,000.00 of policy proceeds and must result in installment payments of not less than \$50.00.

The following table shows the guaranteed monthly payment per \$1,000.00 of policy proceeds over the fixed number of years shown.

No. of Years	Monthly Payment
1	\$84.65
2	43.05
3	29.19
4	22.27
5	18.12
6	15.35
7	13.38
8	11.90
9	10.75
10	9.83
11	9.09
12	8.46
13	7.94
14	7.49
15	7.10
16	6.76
17	6.47
18	6.20
19	5.97
20	5.75

Page 12

# Flexible Premium Adjustable Life Policy

## Policy Amendment

This amendment is hereby added to the policy as of its issue date. It amends the Cash Value provision of the policy.

We agree to waive the surrender charge defined in the policy, subject to the provisions of this amendment if, at any time during the first fourteen policy years, the actual cost of insurance rate charged is greater than the rate provided by the rate scale in effect on the issue date for the issue age, sex, and premium class of the insured.

The cost of insurance rate can never be greater than those shown on Page 5.

The offer to waive surrender charges will expire 60 days after we notify you that the above has occurred. If you ask to surrender the policy for its cash value before this offer expires, we will pay you the policy value less any loan and accrued loan interest but we will not deduct the surrender charge.

If you ask to surrender the policy more than 60 days after the offer to waive surrender charges is made, we will deduct the surrender charge as shown in the policy.

LINCOLN BENEFIT LIFE COMPANY



B. Eugene Wraith  
President



**LINCOLN BENEFIT LIFE COMPANY**

P.O. BOX 80469, LINCOLN, NEBRASKA 68501

USE DARK  
INK ONLY

**PART I — APPLICATION FOR INSURANCE ON LIFE OF PROPOSED INSURED BELOW**

**SECTION I**

The  
Proposed  
Insured  
or  
Joint  
Insured 'A'

Name	Birthdate	Age	Sex	Birth Place	Social Sec. No.
Last First Mid. Initial Bond Vincent I.	12-24-48	50 M.	M	N.J.	973-425-5025
Home Address	City	State	Zip	How Long There?	
80 Lake Road, Fair Hts.	N.J.	07931	2 1/2		
Employer's Name and Address	City	State	Zip	How Long There?	
Auto Club of New York, 1000 Park Ave.	N.Y.	10017	10017	14	
Height	Weight	Occupation and Job Duties (Be Specific)	Home Phone No.	Bus. Phone No.	
5'10"	165	President/Owner - Auto Club	973-425-1042	973-425-1042	
Tobacco Use					
(A) Do you currently smoke cigarettes, or have you smoked them in the last 12 months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
(B) Have you used any form of tobacco in the last 3 years? (Type: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

**SECTION II**

The  
Policy

Plan of Insurance	Face Amount
Master Term Accrual	\$ 1,500,000
Modal Planned Premium	Mode of Payment
\$	Apply Conversion Credit
<input type="checkbox"/> Single <input type="checkbox"/> Ann. <input type="checkbox"/> Semi-Ann. <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Monthly B. O. M.	
Death Benefit Option? Continuation of U.L. Premium? ADB? APL? Waiver of Premium?	
For U.L. Only (U.L.-Only) <input type="checkbox"/> Yes For <input type="checkbox"/> No	
<input checked="" type="checkbox"/> One or <input type="checkbox"/> Two <input type="checkbox"/> Yes For <input type="checkbox"/> No	
Additional Riders	
On Base Insured: <input type="checkbox"/> Prime Term Rider (UL only) <input type="checkbox"/> Additional Insured Rider	Amount \$
On Other Person(s): <input type="checkbox"/> Additional Insured Rider	Complete Section V on Page 2.
<input type="checkbox"/> Child Rider for <input type="checkbox"/> One <input type="checkbox"/> Two units <input type="checkbox"/> Other	
<input type="checkbox"/> Caretaker (Long Term Care—UL only) <input type="checkbox"/> Other	
<input type="checkbox"/> Safekeeper (Catastrophic Illness—UL only) <input type="checkbox"/> Other	
Is this life insurance policy being funded by a qualified retirement plan, pursuant to the incidental insurance provision? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**SECTION III**

The  
Applicant  
(Owner)

Name of Applicant (Owner) If Other Than Proposed Insured	Relationship	Social Sec. No. or Tax ID No.
The Olivia G. Bond Family Trust	3/21/91	
Address	City, State, Zip	Phone No.
Bradford Mills Bond Trustee		
P.O. Box 7016	Bedminster N.J. 07921-7016	NTA

**SECTION IV**

The  
Beneficiary

Primary	Relationship	Address
The Olivia G. Bond Family Trust	3/21/91	P.O. Box 7016 Bedminster N.J.
Bradford Mills Bond Trustee		07921-7016
Contingent		

**PART I CONTINUED (Page 2)**

**SECTION V**

If more than one additional insured, check here ☐ and complete Section V of another application.

Additional Insured, Joint Insured 'B', or Spouse

Name	Birthdate	Age	Sex	Birth Place	Social Sec. No.
Height	Weight	Occupation and Job Duties		Home Phone No.	Bus. Phone No.
Employer's Name and Address				How Long There?	
Amount Applied for Under This Rider				ADB? <input type="checkbox"/> Yes For \$	
Tobacco Use					
(A) Do you currently smoke cigarettes, or have you smoked them in the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No					
(B) Have you used any form of tobacco in the last 3 years? (Kind: ) <input type="checkbox"/> Yes <input type="checkbox"/> No					
Beneficiary					
Primary		Relationship		Contingent Relationship	

**SECTION VI**

Only children, step-children and adopted children under age 18. If more children, check here ☐ complete Section VI of another application.

Children To Be Insured Under Child Rider

Name	Age	Sex	Birthdate	Birthplace	Height	Weight

**SECTION VII**

(A) List personal and business life insurance, annuity, and long term care coverage. If "none", so state.

Existing Insurance

Proposed Insured(s)	Life Amount	Plan	Company	Policy #	ADB Amount	Year issued

(B) Will this policy, if issued, replace or change insurance or annuities in this or any company? ☒ Yes ☐ No  
 If YES, circle which policies listed above are to be replaced or changed and follow state regulations. Face amount being replaced \$ 2.5 million Conversion of term #00577984 (Term)

**SECTION VIII**

Questions apply to all proposed insureds. Provide details of "YES" answers in Section IX.

Additional Risk Selection Questions

(A) Is any other insurance application pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(B) Had any application for insurance declined, postponed, rated, modified, or refused for reinstatement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(C) Ever been convicted of a felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(D) In the last 3 years:	
(1) Had 3 or more moving traffic violations, had driver's license suspended or revoked, or more than 2 auto accidents? (If "Yes" D.L. # )	<input type="checkbox"/> Yes <input type="checkbox"/> No
(2) Flown as a pilot, co-pilot, or crew member of an aircraft?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(3) Participated in sky or scuba diving, hang gliding or racing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(E) Has lived in the U.S.A. for less than 3 years or will travel out of the U.S.A. in the next 2 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(F) Is a member of the military (active or National Guard)? Provide rank, duties, travel assignment	<input type="checkbox"/> Yes <input type="checkbox"/> No
(G) Has anyone to be considered been advised they need to have an exam or lab test for this insurance? (If yes, provide name below)	<input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION IX**

Remarks, Special Instructions

*Mailing Address for Premium & Correspondence  
 P.O. Box 7016 Basking Ridge NJ 07921-7016  
 Conversion of term policy #00577984 to UL.  
 Same Owner, Same Beneficiary, Same Tax ID#, Same address as term policy*

## Part 2

7. To your best knowledge and belief, have you ever sought or received *treatment* or *advice* for:

- (a) Heart attack, stroke, paralysis or cancer, or ever had or been told that you had any of these disorders? ☐ Yes ☐ No
- (b) The use of alcohol or been arrested for having used it? ☐ Yes ☐ No
- (c) The use of any narcotic, barbiturate, amphetamine or hallucinogenic drug or been arrested for the use or possession of such drug or are you currently using except as prescribed by a physician? ☐ Yes ☐ No
- (d) Acquired immune deficiency syndrome (AIDS), AIDS related complex (ARC) or AIDS related condition? ☐ Yes ☐ No

**If any of Questions 1(a), 1(b), 1(c) or 1(d) are answered "Yes" do not collect a remittance or issue a receipt and temporary insurance agreement.**

2. Have you, within the last ten years, consulted a physician or practitioner for, or have you ever had symptoms pertaining to, or disease of:

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| (a) Heart, blood or blood vessels?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (b) High blood pressure or chest pain?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (c) Brain; mental or emotional disorder?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (d) Lungs, shortness of breath, asthma or emphysema?                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (e) Tumor?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (f) Stomach, intestines, liver or pancreas?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (g) Diabetes, thyroid or pituitary gland?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (h) Anemia requiring prescription medication?                                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (i) Kidneys; sugar, albumin or blood in the urine?                                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (j) Nervous system; seizures, convulsions, epilepsy, dizziness or fainting spells? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

3. Have you ever been advised to have diagnostic tests, hospitalization or surgery which was not completed? ☐ Yes ☐ No

4. Has your parent, grandparent, brother or sister ever had cancer, heart disease or diabetes? If yes, advise on whom and if deceased, state cause of death and age at death. ☐ Yes ☐ No

5. Have you, within the last five years:

- (a) Had any illness, disease or injury that is not included in your other answers? ☐ Yes ☐ No
- (b) Consulted or been examined or treated by any physician or practitioner not named in connection with your other answers? ☐ Yes ☐ No
- (c) Had a checkup or routine physical examination? (Give full reasons and details below.) ☐ Yes ☐ No
- (d) Had an electrocardiogram, X-ray or any laboratory test or study? ☐ Yes ☐ No

- 6.(a) Full name, address and phone number (if known) of personal physician. If none, so state.

- (b) Date last seen: \_\_\_\_\_

- (c) Reason: \_\_\_\_\_

- (d) Result: \_\_\_\_\_

7. DETAILS IN CONNECTION WITH QUESTIONS ANSWERED "YES" ABOVE

Question Number	Date of History	Name of Person to Whom Answers Apply	Give full details for each question answered "YES", including nature of illness or injury, number of attacks, duration, severity, treatment results, name and address of doctors, hospital or clinic involved.
-----------------	-----------------	--------------------------------------	--

# Parts 1 and 2 continued

## FOR HOME OFFICE ENDORSEMENTS ONLY

SEE AMENDMENT OF APPLICATION ATTACHED

### Owner and Persons Proposed for Insurance: Please Read and Sign:

I declare that all answers written on this Application are full and correct, to the best of my knowledge and belief. Except in Maine, Oregon, and South Carolina, Lincoln Benefit Life Company is not presumed to know any information not in this Application.

A. Lincoln Benefit Life Company has the right to require a medical exam of any person proposed for insurance, even if Question G, Section VIII is answered "No".

B. Lincoln Benefit Life Company may add to or correct the Application in the space "For Home Office Endorsement Only." Any changes are agreed to if the policy issued is accepted, but written agreement will be obtained from me for any change in insurance amount, plan, benefits, payment class or age at issue. (In Kentucky, Maryland, Pennsylvania, and W. Virginia written agreement will be obtained for any changes.)

C. Insurance will start only as provided in the Receipt and Temporary Insurance Agreement issued in connection with this application. If no receipt is issued, or if insurance under it has been stopped and not started again, no insurance will start by reason of the application until the policy is delivered and the first payment is accepted by Lincoln Benefit Life. In this case, the insurance will start on the date shown in the policy. No insurance will start if on the start date of the policy the health of the persons proposed for insurance is not as described in the application.

D. Each person who signs below acknowledges that he or she has read and understands this Application, including the notice about the M.I.B. and consumer reports, and acknowledges receipt of the Special Notice about M.I.B. and consumer reports.

E. Only an officer of Lincoln Benefit Life Company may change the app or waive a right or requirement. No agent may do this.

F. Under penalties of perjury, I certify (1) that the number shown on this form is my correct taxpayer identification number and (2) that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

### G. Authorization and Disclosure

I authorize any (a) physician, medical practitioner, hospital, clinic, other medical or medically related facility, (b) Veterans Administration, (c) insurance or reinsuring company, (d) M.I.B., consumer reporting agency, or (e) employer having information available as to diagnosis, treatment and prognosis with respect to (1) any past and present physical, mental, drug and/or alcohol conditions and/or treatment for each person proposed for insurance and (2) any other non-medical information including information obtained after this authorization is signed, to give any and all such information to Lincoln Benefit Life Company, its reinsurers, and (except for M.I.B. information), its legal representative, or consumer reporting agency. I acknowledge receipt of the Special Notice about M.I.B. and Consumer reports. ☐ I want to be interviewed if an investigative consumer report is obtained on me. I understand that the information obtained by use of this authorization will be used to determine eligibility for insurance and/or benefits. Any information obtained will not be released by Lincoln Benefit Life Company to any person or organization except to reinsuring companies, M.I.B., or other persons or organizations performing business or legal services in connection with my application or claim, as may be otherwise lawfully required or as I may further authorize.

I may request a copy of this authorization. I agree that a photographic copy of this authorization shall be as valid as the original. This authorization shall remain valid for 24 months from the date it is signed. I may revoke this authorization in whole or in part at any time except to the extent that action is taken in reliance thereon.

Signed at Wilmington (City) Delaware (State) Date Feb (Month) 26 (Day) 99 (Year)

[Signature]

Primary Insured, Joint Insured, A, or Parent of Minor

Spouse, Joint Insured, B, or Adult Additional Insured

Adult Additional Insured

Owner

Insurance Designers

7557 Rambler Rd.

Suite 800

Witnessed by Writing Agent

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

LINCOLN BENEFIT LIFE  
COMPANY

Statement Date:  
12-04-10

## Notice of Payment Due

Policy Number	Insured	Due Date	#of Months	Premium
01 U0293804	BONO,VINCENT	12-23-10	01	1,188.75

See reverse side of bill for important additional information regarding your payment.

**LINCOLN BENEFIT LIFE  
COMPANY**

*A Member of Allstate Financial Group*

## Detach

Policy Number	Insured	Due Date	#of Months	Premium
01U0293804	BONO,VINCENT	12-23-10	01	1,188.75

**To continue to provide you excellent service, please contact our Home Office at 1-800-525-9287 to notify us of an ADDRESS CHANGE, or if we can be of any further assistance. Thank you for your business!**

Case 1:11-cv-00115-CLC-SKL Document 1-1 Filed 04/28/11 Page 21 of 45

**EXHIBIT**  
B  
PageID #: 24





# Citizens Tri-County Bank

15099 Rankin Avenue  
Dunlap, TN 37327  
(615) 949-2173

www.citizens-tri-county.com

Contact

Info

Log Out

Home > Bill Payment

Bill Payment

Options

Account

Transaction

History

Stop Payments

Bill History

Current Transactions

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View Check Image

PDF PDF PDF

The Insurance Hub, Inc. 722 Mississippi Avenue Spartanburg, Tennessee 37357		\$	Citizens Tri-County Bank	14132
		87-3077981	12-20-2010	
PAY TO THE ORDER OF		Lincoln Benefit Life Company		
		1,188.76		
		one thousand one hundred eighty eight and 76/100		
111102032016		117		
		AUTHORIZED SIGNATURE		

<https://www.netteller.com/etcbonline/hbDisplayCheck.cfm?CheckSide=0&TIFNumber=0...> 1/10/2011

## UPS: Tracking Information



### Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

**Tracking Number:**

1ZE08A04NW93660633

**Service:**

UPS Next Day Air Saver®

**Shipped/Billed On:**

12/22/2010

**Delivered On:**

12/23/2010 9:32 A.M.

**Delivered To:**

LINCOLN BENEFIT LIFE  
2940 S 84TH ST  
LINCOLN, NE, US 68506

**Signed By:**

SHAWN

**Left At:**

Office

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 01/08/2011 2:22 P.M. ET

[Print this Page](#)

[Close Window](#)





Agent Qwest, Inc.  
4 Cherokee Blvd Suite 225  
Chattanooga TN 37405

Citizens T...nty Bank  
1306 Tatt Highway  
Signal Mountain Tennessee 37377

1039

87-207/641

12-20-2010

PAY TO THE  
ORDER OF

Lincoln Benefit Life Company \$ 1,188<sup>75</sup>

one thousand one hundred eighty eight & <sup>75</sup>/<sub>100</sub> DOLLARS



AUTHORIZED SIGNATURE

0100293804 Policy #



001039 064102070

90003 206 8

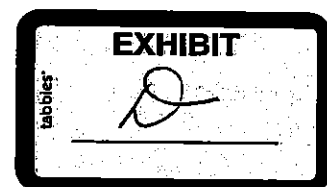
Agent Qwest, Inc.

1039

Agent Qwest, Inc.

1039

PAYMENT  
RECORD



The Insurance Hub, Inc  
712 Mississippi Avenue  
Signal Mountain, Tennessee 37377

Citizens Tri-ity Bank

14132

87-207/641

12-20-2010

PAY TO THE  
ORDER OF

Lincoln Benefit Life Companies

\$ 1,188<sup>76</sup>/<sub>100</sub>

one thousand one hundred eighty eight & 76/100

DOLLARS  
Security features  
included.  
Details on back.

MEMO

01 110293806 policy #

  
AUTHORIZED SIGNATURE

MP

⑈014132⑈ ⑈064102070⑈

⑈90003 117 9⑈

The Insurance Hub, Inc

14132

The Insurance Hub, Inc

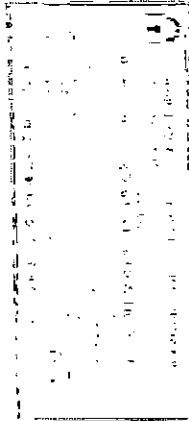
14132

PAYMENT  
RECORD



# Citizens Tri-County Bank

13699 Rankin Avenue  
Dunkan, TN 37327  
615-949-3173  
www.citizens-tri-county.com

[Contact](#)[Info](#)[Log Out](#)[Home](#)[Bill Payment](#)[Options](#)[Pay Bills](#)[Transactions](#)[Transfers](#)[Stop Payments](#)[Statements](#)[Current Transactions](#)[Download](#)[Search](#)[Check Cancellation](#)

5407 025 054102070 0000000000000000  
112710

PO BOX 9999 ONLY  
JUNIOR HIGH SCHOOL, T.N.  
370110000

10/26/2011

301 DEC 22 11 AM 345

<https://www.netteller.com/ctehonline/Hbdisplaycheck.cfm?CheckSide=1&TIFNumber=0...> 1/10/2011

Contact

Info

Log Out



# Citizens Tri-County Bank

15699 Rinkler Avenue  
Dunlap, TN 37327  
(615) 949-2173  
www.citizens-tri-county.com

Bill Payment Options  
Transfer Funds Payments Stop Payments Statements  
Current Transactions Download Search

View Your Net Page

Agent Quest, Inc.  
4 Cherokee Trail Suite 225  
Chattanooga TN 37805

Citizens Tri-County Bank  
1300 Park Avenue  
Cyrus, Tennessee 37507  
AT 28764

1039

12-20-2010

PAY TO THE  
ORDER OF

Lincoln Benefit Life Company, 1,188<sup>75</sup>

one thousand one hundred eighty eight & <sup>75</sup>/<sub>100</sub>

COLLAPSE  
1  
2  
3

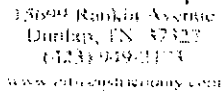
*[Signature]*

PLUP293804 policy #

AUTHORIZED SIGNATURE

206 B

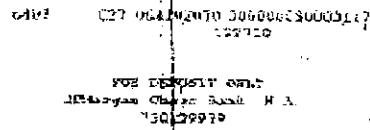
<https://www.netteller.com/ctcbonline/hbDisplayCheck.cfm?CheckSide=0&TIFNumber=0...> 1/10/2011



[Log Out](#)

## Search

2



3012 PCT 29-1-89

1/10/2011

**LINCOLN BENEFIT LIFE**  
AN ALLSTATE COMPANY

March 4, 2011

Martha Warren  
63 Cool Springs Road  
Signal Mountain TN 37377-2060

Policy Number: 01U0293804  
Insured: Vincent Bono

**Re: Your Request for Policy Information**

Dear Ms. Warren:

Thank you for choosing Lincoln Benefit Life Company to help you prepare for the future.

We received your request for a transaction history on the policy number referenced above.

**Your Payment History**

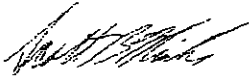
We have enclosed the policy payment history you requested, which indicates the amount of premium received, as well as the effective dates of the payments. Please note that the policy is on a monthly billing cycle for \$1,188.75.

If you have any questions about the information in this letter or require additional information, feel free to call Customer Service at our toll-free number, 1-800-525-9287.

**Thank You**

Thank you for being a valued Lincoln Benefit Life Company customer. We appreciate your business and are committed to helping provide the financial security you need now and in the future.

Sincerely,



Scott Minks  
Customer Service Specialist

cc: James Tucker

Enclosure: 1

Lincoln Benefit Life Company  
P.O. Box 660191 Dallas TX 75266-0191 Phone: 800.525.9287 Fax: 866.525.5433 Email: service@allstate.com

**EXHIBIT**

tabbles

*E*

Date: March 4, 2011

Re: Policy Number: 01U0293804  
Insured: Vincent Bono

Effective Date	Amount Received
03/23/99	\$3,566.25
03/23/99	\$1,390.95
07/14/99	\$3,566.25
07/14/99	\$0.25
10/19/99	\$3,566.25
01/21/00	\$4,250.00
04/19/00	\$3,566.25
04/19/00	\$33.75
07/21/00	\$3,566.25
07/21/00	\$0.50
06/10/02	\$1,000.00
07/24/02	\$1,000.00
09/09/02	\$1,000.00
10/25/02	\$1,000.00
12/16/02	\$1,000.00
01/22/03	\$1,000.04
03/06/03	\$1,125.39
05/01/03	\$1,100.00
07/17/03	\$1,000.00
09/17/03	\$1,000.00
12/11/03	\$1,000.00
01/09/04	\$1,000.00
03/01/04	\$1,000.00
04/19/04	\$1,500.00
06/21/04	\$1,300.00
09/22/04	\$1,400.00
11/22/04	\$1,400.00
11/23/04	\$2,800.00
03/21/05	\$1,000.00
05/24/05	\$1,200.00
07/28/05	\$655.00
08/23/05	\$655.00
09/22/05	\$660.00
10/21/05	\$700.00
11/23/05	\$700.00
12/23/05	\$700.00
01/23/06	\$700.00
02/23/06	\$1,000.00

Date Processed	Amount Received
03/22/06	\$1,000.00
04/21/06	\$1,000.00
05/22/06	\$1,000.00
06/21/06	\$1,000.00
07/21/06	\$1,000.00
08/22/06	\$1,000.00
09/22/06	\$1,000.00
12/01/06	\$1,250.00
02/13/07	\$1,800.00
06/22/07	\$1,500.00
07/23/07	\$1,500.00
08/22/07	\$1,500.00
01/08/08	\$1,500.00
04/04/08	\$2,000.00
07/09/08	\$1,250.00
11/20/08	\$2,200.00
03/25/09	\$3,355.81
05/22/09	\$1,188.75
08/12/09	\$1,188.75
09/23/09	\$1,188.75
11/23/09	\$1,967.55
12/21/09	\$1,188.75
01/21/10	\$1,188.75
02/20/10	\$1,188.75
03/20/10	\$1,188.75
04/21/10	\$1,188.75
06/23/10	\$1,188.75
08/23/10	\$1,188.75
10/22/10	\$1,188.75
12/23/10	\$1,188.75
Total premiums paid	\$94,190.49



**LINCOLN BENEFIT LIFE**  
AN ALLSTATE COMPANY

March 4, 2011

Brooks and Olivia Bono Irrevocable Trust 4/9/09  
63 Cool Springs Road  
Signal Mountain TN 37377-2060

Policy Number: 01U0293806  
Insured: Vincent Bono

**Re: Your Request for Policy Information**

Dear Trustee:

Thank you for choosing Lincoln Benefit Life Company to help you prepare for the future.

We received your request for a transaction history on the policy number referenced above.

**Your Payment History**

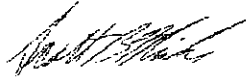
We have enclosed the policy payment history you requested, which indicates the amount of premium received, as well as the effective dates of the payments. Please note that the policy is on a monthly billing cycle for \$1,188.75.

If you have any questions about the information in this letter or require additional information, feel free to call Customer Service at our toll-free number, 1-800-525-9287.

**Thank You**

Thank you for being a valued Lincoln Benefit Life Company customer. We appreciate your business and are committed to helping provide the financial security you need now and in the future.

Sincerely,



Scott Minks  
Customer Service Specialist

cc: James I. Tucker

Enclosure: 1

Lincoln Benefit Life Company  
P.O. Box 660191 Dallas TX 75266-0191 Phone: 800.525.9287 Fax: 866.525.5433 Email: service@allstate.com

Date: March 4, 2011

Re: Policy Number: 01U0293806

Insured: Vincent Bono

Effective Date	Amount Received
03/23/99	\$3,566.25
03/23/99	\$1,390.95
07/14/99	\$3,566.25
07/14/99	\$0.25
10/19/99	\$3,566.25
01/21/00	\$4,250.00
04/19/00	\$3,566.25
04/19/00	\$33.75
07/21/00	\$3,566.25
06/19/02	\$1,000.00
07/24/02	\$1,000.00
09/09/02	\$1,000.00
10/25/02	\$1,000.00
12/16/02	\$1,000.00
01/22/03	\$1,000.04
03/06/03	\$1,125.39
05/01/03	\$1,100.00
07/17/03	\$1,000.00
09/17/03	\$1,000.00
12/11/03	\$1,000.00
01/09/04	\$1,000.00
03/01/04	\$1,000.00
04/19/04	\$1,500.00
06/21/04	\$1,300.00
09/22/04	\$1,400.00
11/22/04	\$1,400.00
11/23/04	\$2,800.00
03/21/05	\$1,000.00
05/24/05	\$1,200.00
07/28/05	\$655.00
08/23/05	\$655.00
09/22/05	\$660.00
10/21/05	\$700.00
11/23/05	\$700.00
12/23/05	\$700.00
01/23/06	\$700.00
02/23/06	\$1,000.00

Date Processed	Amount Received
03/22/06	\$1,000.00
04/21/06	\$1,000.00
05/22/06	\$1,000.00
06/21/06	\$1,000.00
07/21/06	\$1,000.00
08/22/06	\$1,000.00
09/22/06	\$1,000.00
12/01/06	\$1,250.00
02/13/07	\$1,800.00
06/22/07	\$1,500.00
07/23/07	\$1,500.00
08/22/07	\$1,500.00
01/08/08	\$1,500.00
04/04/08	\$2,000.00
07/09/08	\$1,250.00
11/20/08	\$2,200.00
03/25/09	\$3,358.36
05/22/09	\$1,188.75
08/21/09	\$1,200.00
09/23/09	\$1,188.75
11/23/09	\$1,959.34
12/07/09	\$1,188.75
01/07/10	\$1,188.75
02/06/10	\$1,188.75
03/06/10	\$1,188.75
04/07/10	\$1,188.75
06/01/10	\$1,188.75
06/02/10	\$20.00
08/23/10	\$1,188.75
10/22/10	\$1,188.76
12/23/10	\$1,188.76
<b>TOTAL PREMIUMS</b>	<b>\$94,215.60</b>

IN THE CIRCUIT COURT OF TENNESSEE  
ELEVENTH JUDICIAL DISTRICT AT CHATTANOOGA

FILED IN OFFICE  
2011 APR -7 AM 9:34  
PAULA E. THOMPSON, CLERK  
BY *[Signature]*

Martha L. Warren, individually and as )  
Trustee of the Brooks & Olivia Bono )  
Irrevocable Trust, and Vincent Bono, )  
 )  
Plaintiffs, )  
v. )  
 )  
Lincoln Benefit Life Company )  
 )  
Defendant. )

Docket No. 11-C-432

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF HAMILTON

I, LAURA W. WIMBERLY, hereby make oath that I am over the age of eighteen (18) years of age. On the 29th day of March, 2011, I personally served the defendant:

Name: Lincoln Benefit Life Company

Address of Service: c/o CT Corporation System  
1024 K Street

City & State: Lincoln, NE 68508

by depositing a copy of same in the United States Mail (Certified Mail – Return Receipt Requested # 7006-3450-0002-5785-6523) in an envelope with adequate postage affixed thereto and properly addressed to said defendant a copy of the Complaint and Summons in the above styled case and received confirmation on April 4, 2011 that said envelope was delivered and accepted on April 1, 2011.



*[Signature of Laura W. Wimberly]*  
Laura W. Wimberly (Affiant)  
101 Palisades Drive  
Signal Mountain, TN 37377  
(423) 886-9832

Sworn and subscribed before me  
this April day of April, 2011.

*[Signature of Notary Public]*  
NOTARY PUBLIC  
My commission expires: 9/22/13

**STATE OF TENNESSEE  
IN THE CIRCUIT COURT OF HAMILTON COUNTY, TENNESSEE**

Martha L. Warren, individually and as  
Trustee of the Brooks & Olivia Bono  
Irrevocable Trust, and Vincent Bono,

11 MAR 25 AM 10: 58

Plaintiffs,

v.

Lincoln Benefit Life Company

Defendant.

FILED IN OFFICE  
PAULA T. THOMPSON, CLERK

Docket No.

11C432

BY

*alB*

DC

Division: \_\_\_\_\_

**SUMMONS**

**TO: Lincoln Benefit Life Company  
c/o CT Corporation System  
1024 K Street  
Lincoln, Nebraska 68508**

You are hereby summoned to answer and make defense to a bill of complaint which has been filed in the Circuit Court of Hamilton County, Tennessee in the above styled case. Your defense to this complaint must be filed in the office of the Circuit Court Clerk of Hamilton County, Tennessee on or before thirty (30) days after service of this summons upon you. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

ATTESTED TO and issued this 25<sup>th</sup> day of March, 2011.  
*Paula Thompson* Clerk

By: *alBewen*  
Deputy Clerk

**ATTORNEYS FOR PLAINTIFF:**

Robert D. Philyaw  
Law Office of Robert D. Philyaw  
101 Palisades Drive  
Signal Mountain, TN 3777

Address

**PLAINTIFF'S ADDRESS:**

c/o Law Office of Robert D. Philyaw

Received this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

/S/ \_\_\_\_\_

Deputy Sheriff

**Laura Wimberly**

**From:** Rob Philyaw [robphilyaw@comcast.net]  
**Sent:** Thursday, April 07, 2011 12:30 PM  
**To:** lwimberly@comcast.net  
**Subject:** bono's case

Margo called from Circuit Court Clerk. She needs the "green card" from the certified mail.

Please send it directly to her attention and note that it is for Case 11-c-432

thanks!

-----  
No virus found in this message.

Checked by AVG - www.avg.com

Version: 10.0.1209 / Virus Database: 1500/3559 - Release Date: 04/08/11

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <b>X</b> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>CABALAN</i> C. Date of Delivery <i>4-7-11</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p><b>FILED IN OFFICE</b> <b>DATE/TIME</b> <i>4/7/11 @ 9:34am</i> <b>PAULA T. THOMPSON, CLERK</b> <b>BY</b> <i>[Signature]</i> <b>D.C.</b></p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>1. Article Addressed to:</p> <p><i>LINCOLN BENEFIT LIFE COMPANY C/O CT CORPORATION SYSTEM 1024 K STREET LINCOLN, NE 68508</i></p>	
<p>2. A <i>110432</i> PS F</p>	

**FILED IN OFFICE**  
**DATE/TIME** *4/7/11 @ 9:34am*  
**PAULA T. THOMPSON, CLERK**  
**BY** *[Signature]* **D.C.**

## CIVIL CASE COVER SHEET

110432

Check One: ☒ CIRCUIT COURT ☐ CHANCERY COURT

DOCKET NO.

Date 04-12-11Attorney of Record: Robert D. Philyaw

## I. ORIGIN (Check One)

☒ Original Proceeding☐ Case Reopened☐ Counter-claim☐ Cross-claim☐ 3<sup>rd</sup> Party Claim☐ Intervening Claim☐ Other (Specify) \_\_\_\_\_

## II. TYPE OF SUIT (Check One)

## DOMESTIC RELATIONS

☐ 361 Paternity☐ 362 Legitimation☐ 363 Adoption☐ 381 Order of Protection☐ 371 Divorce☐ 392 Reciprocal Support - Outgoing☐ 391 Reciprocal Support - Incoming☐ 401 Other Domestic Relations (Specify): \_\_\_\_\_

## GENERAL CIVIL

☒ 461 Contract/Debt☐ 462 Specific Performance☐ 471 Damages/Torts☐ 481 Real Estate Matter☐ 491 Workers Compensation☐ 501 Probate☐ 511 Juvenile Court Appeal☐ 512 General Sessions Appeal☐ 513 Appeal From Admin. Hearing☐ 571 Conservatorship☐ 572 Guardianship☐ 573 Trust☐ 581 Miscellaneous General Civil (Specify) \_\_\_\_\_

## OTHER

☐ 541 Judicial Hospitalization

## PETITION FOR: (REOPENED CASES)

☐ 382 Contempt☐ 383 Custody/Visitation/Child Support☐ 387 Wage Assignment Hearing

## OTHER

☐ 551 Other \_\_\_\_\_

## III.

Total amount sued for \_\_\_\_\_

Specify type of damages or relief sought: \_\_\_\_\_

Statutory authority for suit, if any \_\_\_\_\_

## IV.

Check one: ☐ Affidavit to Proceed in Forma Pauperis☒ Cost Bond SuretyRobert D. Philyaw

## V.

JURY DEMAND (Check Yes Only If Demanded in Complaint)

☐ Yes☐ No

## VI.

RELATED CASES (If Any)

Docket # \_\_\_\_\_

Judge \_\_\_\_\_

Date Filed \_\_\_\_\_

Status \_\_\_\_\_

## VII.

PLAINTIFF/PETITIONER INFORMATION (List Additional Parties on Supplemental Form)

1. Name

WarrenMarthaL.Individually and as Trustee☐ AKA☐ DBA☐ BNFS.S.# sealed

DOB \_\_\_\_\_

Drivers License # \_\_\_\_\_

## COMPANY NAME

63 Cool Springs Road

## ADDRESS

Signal MountainTennessee37377

## CITY

## STATE

## ZIP

## EMPLOYER

## ADDRESS

## CITY

## STATE

## ZIP

## VIII.

DEFENDANT/RESPONDENT INFORMATION (List Additional Parties on Supplemental Form)

1. Name

Lincoln Benefit Life Company☐ AKA☐ DBA☐ BNF

S.S.# \_\_\_\_\_

DOB \_\_\_\_\_

Drivers License # \_\_\_\_\_

c/o CT Corporation System

## COMPANY NAME

1024 K Street

## ADDRESS

Lincoln, Nebraska 68508

## CITY

## STATE

## ZIP

## EMPLOYER

## ADDRESS

## CITY

## STATE

## ZIP

## TYPE OF SERVICE REQUIRED (Check One)

☐ Out of County Sheriff☐ Local Sheriff☐ Secretary of State☐ Comm. of Ins.☐ Other \_\_\_\_\_

## IX.

ASSOCIATED PARTY (Uninsured Motorist Carrier) INFORMATION

1.

Name \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP \_\_\_\_\_

Type of Service (specify) \_\_\_\_\_

Are additional plaintiffs or defendants listed on a separate sheet? ☒ YES☐ NO

Vincent Bono  
63 Cool Springs Road  
Signal Mountain, TN 37377



**IN THE CIRCUIT COURT OF TENNESSEE  
ELEVENTH JUDICIAL DISTRICT AT CHATTANOOGA**

Martha L. Warren, individually and as  
Trustee of the Brooks & Olivia Bono  
Irrevocable Trust, and Vincent Bono,

Plaintiffs,

v.

Lincoln Benefit Life Company

Defendant.

Docket No. 11-c-432

JURY DEMAND

FILED IN OFFICE  
2011 APR 11 AM 9:25  
PAULA T. THOMPSON, CLERK  
BY *EJA* DG

**AMENDED COMPLAINT**

Plaintiffs, Martha L. Warren individually and as Trustee of the Brooks & Olivia Bono Trust and Vincent Bono (hereinafter "Plaintiffs"), through counsel, files their Complaint against Defendant Lincoln Benefit Life Company, A Member of Allstate Financial Group (hereinafter "Defendant") to reinstate Defendant's life insurance policies on the life of Vincent Bono, Policy Numbers 01U0293804 and 01U0293806 (hereinafter "Policies"), or in the alternative for payment of all premiums paid on the Policies since the beginning of time, and otherwise to recover damages and would respectively show unto the Court the following:

1. Martha L. Warren is the owner of Policy Number 01U0293804 and is a resident of Hamilton County, Tennessee.
2. The Brooks & Olivia Bono Trust (the "Trust") is an irrevocable trust for the benefit of Brooks Bono and Olivia Bono whose Trustee is Martha L. Warren and is the owner of Policy Number 01U0293806.
3. Vincent Bono is a resident of Hamilton County, Tennessee and is the Insured under the Policies.

4. Lincoln Benefit Life Company is a Nebraska Corporation who may be served with process through its Registered Agent, CT Corporation System at 1024 K Street, Lincoln, Nebraska 68508 and is an insurance company doing business in Tennessee as Company #605679 and NAIC #65595.

5. Plaintiffs and Defendant entered into two policy contracts on March 23<sup>rd</sup>, 1999 (hereinafter the "Contracts") for the life of Vincent Bono. A copy of the Contracts are attached hereto as Exhibit "A" and incorporated herein by reference.

6. On December 4, 2010, Defendant notified Plaintiffs of amounts due under the Policies, to wit \$1,188.75 due on December 23, 2010 for Policy Number 01U0293804 and \$1,188.75 due on December 23, 2010 for Policy Number 01U0293806 by written letters (hereinafter the "Notices"). A copy of the Notices are attached hereto as Cumulative Exhibit "B" and incorporated herein by reference.

7. On December 22, 2010, Plaintiffs dispatched overnight via UPS payments payable to Lincoln Benefit Life Company in the amounts due in the Notices (hereinafter the "Payments").

8. On December 23, 2010, at 9:32 A.M., United Parcel Service (UPS) delivered the Payments to Defendant. A copy of the UPS Proof of Delivery is attached hereto as Exhibit "C" and incorporated herein by reference.

9. Despite cashing both checks (See Exhibit "D" attached) Defendant notified Plaintiffs that the Policies had been terminated and would not be reinstated. Plaintiffs through their agent James Ira Tucker, made repeated requests to have the policies reinstated and were told that due to an internal error, Defendant's two invoices were off by \$38.00 which shortage

caused the lapses. Plaintiffs relied on the invoices to be accurate and had no reason to believe otherwise.

10. Plaintiffs have made payments in the amount of One Hundred Eighty Eight Thousand, Four Hundred and Five Dollars (\$188,405.00) See proof of payments from Defendant attached hereto as Exhibit "E" and incorporated herein by reference.

11. Defendant acted in bad faith by terminating and failing to reinstate the Policies.

12. Defendant developed a course of dealing with Plaintiffs over many years that make Defendant's actions of termination and failure to reinstate unconscionable.

13. Plaintiffs request an Order of Reinstatement of both Policies having Defendant pay any premium deficiencies that have accumulated.

14. Plaintiffs alternatively request judgment in the amount of One Hundred Eighty Eight Thousand, Four Hundred and Five Dollars (\$188,405.00) for premium payments made on the Policies, plus interest and attorney's fees and costs of this action.

WHEREFORE, premises considered, Plaintiffs pray:

1. That proper process and copy issue and be served on the Defendant requiring it to answer this Complaint within the time required by law and the rules of this Court.


2. That at the hearing of this cause Plaintiffs be awarded a judgment and contractual damages against the Defendant and in the amount of \$188,405.00 for premiums paid plus interest plus reasonable attorney fees and other costs of collection; and/or

3. In the alternative Plaintiffs request an Order of Reinstatement of both policies with Defendant and that Defendant be order to pay or waive any premium deficiencies to date.

4. That Plaintiffs have such other, further relief to which they may be entitled to after an appropriate hearing.

Respectfully submitted,

Law Office of Robert D. Philyaw

By 

Robert D. Philyaw (BPR # 21641)  
101 Palisades Drive  
Signal Mountain, TN 37377  
423/886-9832  
Fax 423/886-9835

IN THE CIRCUIT COURT OF HAMILTON COUNTY, TENNESSEE

CERTIFICATE AND SEAL

I, PAULA T. THOMPSON, Clerk, of the Circuit Court in and for the State and County aforesaid, hereby certify that the foregoing is a full, true and correct copy of the entire file in the case of:

MARTHA L WARREN

VS.

LINCOLN BENEFIT LIFE COMPANY

DOCKET NO. 11C432

Witness my hand and seal of the Court, this 28<sup>th</sup> day of April, 2011.

PAULA T. THOMPSON, CLERK

By: Patty Coats  
DEPUTY CLERK

